

## 1. TIS CLOUD SERVICES

- 1.1. **Subscription.** Customer subscribes to and TIS will provide the the cloud services specified in the AWS Marketplace Order Form ("TIS Cloud Services") during the Term on the basis of a Software-as-a-Service (SaaS) model and in accordance with the Usage Metrics and volumes each as set forth in the AWS Marketplace Order Form and according to these TIS Cloud Subscription Terms and any applicable TIS Supplemental Terms including the listed support package. The AWS Marketplace Order Form, these TIS Cloud Subscription Terms and any documents referenced here in are qualified as the "Cloud Contract" or "Contract".
- 1.2. **Subject Matter of Services.** TIS shall provide the TIS Cloud Services, which are specified in more detail in the respective current Catalog of Services, in accordance with the availability and support specified in the Service Level Agreement (SLA) and in compliance with these TIS Cloud Subscription Terms and any applicable additional and deviating Supplemental Terms for specific services.
- 1.3. **Use by the Customer.** The Customer may use the TIS Cloud Services only in accordance with the provisions of the Contract and for internal business purposes. Customer shall not use the TIS Cloud Services to process data for third parties or to provide services to third parties if the processing or provision of the services is an essential part of Customer's service to the third party. Customer shall not license, sell, lease, rent or otherwise make available the TIS Cloud Services in any form to any third party.
- 1.4. **Use within the Group.** Affiliates (as defined in Section 15 of the German Stock Corporation Act) of the Customer are not third parties within the meaning of the preceding clause, so that Customer's Affiliates are entitled to use the TIS Cloud Services in the same way as the Customer itself. Likewise, service providers of the Customer and of the Customer's Affiliates may use the TIS Cloud Services on behalf of the Customer or its Affiliates for internal business purposes of the Customer or its Affiliates. The use by and granting of rights to Affiliated Companies of the Customer or to service providers in accordance with this paragraph is subject to the proviso that the granting of rights and use is permissible in accordance with the currently applicable Export Control Regulations and other applicable (local) laws. The Customer shall bear the risk of any lack of permissibility. Customer shall be responsible for the acts and omissions of its Affiliates and service providers and any other third parties accessing the TIS Cloud Services with Customer's knowledge or intent in the same manner as for its own acts and omissions. The creditor for the services of TIS is exclusively the Customer. The Affiliates and third parties mentioned above are merely beneficiaries. The Customer shall indemnify and hold TIS harmless against direct claims of its Affiliates and third parties mentioned above.

## 2. MAINTENANCE / SUPPORT

- 2.1. **Release Planning.** TIS shall have the right to further develop the TIS Cloud Services, e.g., via new major/minor Releases and hotfixes, provided that such updates do not significantly reduce the features or functionality of the contracted TIS Cloud Services. Minor Releases and hotfixes contain bug fixes and minor changes. TIS will notify Customer of an upcoming new major Release in advance (a) via a website, as well as via the e-mail notification function available there,

provided Customer has activated it once, or (b) via e-mail or (c) via another comparable communication channel. The relevant website for the TIS Cloud Services "Cash Forecasting" and "Working Capital Insights" currently is <https://cashforecastingstatus.tispayments.com>. For the remaining TIS Cloud Services the website currently is: <https://status.tispayments.com>.

- 2.2. **Support.** TIS will provide support for the TIS Cloud Services during the Term. Support will be provided in accordance with the Support Package purchased by Customer and will be provided in accordance with the then current SLA.

## 3. RIGHTS OF USE

- 3.1. **Right of Use.** The Customer shall be granted a non-exclusive, non-transferable, and non-sublicensable right, limited in time to the term of the Contract, to use the TIS Cloud Services or the software provided, if any, in accordance with the applicable metrics, limits and the provisions of the Contract. Clause 1.3 applies.
- 3.2. **Usage Restrictions.** Unless otherwise agreed in the Contract, Customer shall not use the TIS Cloud Services in a manner that exceeds the metrics and limits applicable to the TIS Cloud Services ordered. Furthermore, Customer shall not and will not permit others to by means of the TIS Cloud Services: (a) create, distribute, publish, send or promote unsolicited commercial messages in violation of applicable law ("Spam"); (b) send or store known viruses, worms, time bombs, Trojan horses and other harmful, destructive, deceptive or malicious code, files, scripts, agents or programs; (c) send or store any infringing, vulgar, threatening, defamatory, obscene, racially or ethically offensive, fraudulent or otherwise unlawful or tortious material, including any material that is harmful to children or infringes the rights of any third party, including privacy rights; or by any means (d) disclose to any third party the results of any performance, functionality or other evaluation or benchmarking of the TIS Cloud Services without the express prior written consent of TIS. In addition, Customer shall not conduct any technical, application or infrastructure security testing, penetration testing or vulnerability scanning ("Ethical Hack") regarding the TIS Cloud Services without the prior written consent of TIS. Upon consent of TIS, the Parties shall determine in writing the timing, scope, duration and terms of the Ethical Hack, with the costs of the Ethical Hack to be borne by Customer and TIS reserving the right to monitor and suspend the Ethical Hack at any time and for any reason. The Customer shall subsequently provide TIS with the results of the Ethical Hack in text form.
- 3.3. **Intellectual Property.** All intellectual property existing in and relating to the TIS Cloud Services (including related software, processes, and know-how, but excluding Customer's data, and the data of users of the TIS Cloud Services, the "TIS Cloud Services User") shall remain the property of TIS and its Affiliates. Customer shall not remove from the TIS Cloud Services any copyright, trademark or patent or other intellectual property right data or information of TIS. Customer shall not decompile, disassemble, or otherwise modify or edit the TIS Cloud Services except as permitted under Section 69 e of the German Copyright Act (UrhG). All rights not expressly granted to the Customer in this Agreement shall remain with TIS and its Affiliates.

**3.4. Customer Data.** Customer grants TIS and TIS' Affiliates the right to process, store, access, use, copy, transfer, display, disclose or modify Customer Data as reasonably necessary to enable TIS to (i) provide the TIS Cloud Services (including to prevent or correct technical problems or problems with the Services); (ii) verify Customer's compliance with the Agreement; and (iii) improve and enhance TIS's services and solutions and inform Customer about improvement possibilities for the use of the services and solutions.

#### 4. PRICES, PAYMENT TERMS AND INVOICING

**4.1. Annual Cloud Service Fee.** The annual fee is set forth in AWS Marketplace Order Form as Total Net Cloud Service Fee.

**4.2. Invoicing.** Invoicing of the Cloud Service Fees shall be made in advance, initially at the Service Start Date and subsequently before the start of the following annual periods. TIS may provide invoices to the respective email address provided by Customer. Customer shall pay all fees due under this Contract to TIS via AWS. It shall be paid within 14 days of date of invoice.

**4.3. Price adjustment.** In the event of an increase in labor or other costs for providing the TIS Cloud Services, TIS may adjust the Cloud Service Fees. TIS shall announce the adjustment in text form no later than ninety (90) days before the start of the next payment cycle. In the event of a fee adjustment that exceeds the corresponding change in the German Consumer Price Index (CPI) plus 5% compared to the Effective Date or the last price adjustment, the Customer shall have the right to terminate the Cloud Contract within one (1) month after receipt of the notification of the fee increase with effect from the next payment cycle. TIS shall inform the Customer of this right of termination together with the announcement of the fee increase. An adjustment of the fees may be made for the first time after expiry of the Minimum Initial Term.

**4.4. Refund.** In the event of extraordinary termination, TIS shall refund any remuneration already paid for periods after the effectiveness of the termination on a pro rata basis within 30 days of the termination of the contract.

**4.5. Set-off and retention.** The Customer may only offset against a due claim or assert a right of retention if the Customer's claims have been acknowledged by TIS or have been legally established.

**4.6. Usage Exceedance.** If and to the extent that the Customer exceeds the metrics and limits applicable to the ordered TIS Cloud Services, TIS shall be entitled to charge for the usage in excess of the agreed usage for the contract year in which the excess usage was determined, in accordance with the then applicable standard prices.

#### 5. USE OF SUBCONTRACTORS

**5.1. Subcontractors.** TIS shall be entitled to use subcontractors. If and to the extent TIS uses subcontractors, TIS shall ensure to Customer that the subcontractor complies with TIS's obligations under the Contract, and TIS shall be responsible for any acts, errors or omissions of the subcontractor in connection with the TIS Cloud Services as if they were the acts of TIS.

**5.2. Data Protection.** If TIS uses subcontractors in connection with the processing under data protection law, the

provisions of the Data Processing Agreement ("DPA") shall apply in addition.

#### 6. COMPLIANCE WITH LEGAL REQUIREMENTS

Both Parties expressly acknowledge and recognize that the other Party may take actions of any kind that it is obligated to take in order to comply with applicable laws or regulations, which may also affect the other Party's use or provision of the TIS Cloud Services. Neither Party shall be liable for any loss, expense or damage of any kind to the other Party arising out of or in connection with such actions resulting from changes of laws or regulations after the signing of the Contract. The Parties shall inform each other without undue delay of any such changes.

#### 7. OBLIGATIONS OF THE CUSTOMER

**7.1. Confidentiality and Security.** The Customer is responsible for maintaining confidentiality and security when accessing the TIS Cloud Services and must comply with the respective current "Security Requirements for Customers", the current version of which is stored in the TIS Support Portal respectively under [www.tispayments.com/legal](http://www.tispayments.com/legal). The Customer shall be informed of any changes. The Customer must inform TIS immediately of any detected errors or irregularities regarding confidentiality and security.

**7.2. Ensuring confidentiality and authenticity.** Customer is only authorized to use the TIS Cloud Services through a TIS Cloud Services User if the TIS Cloud Services User has properly identified itself in the TIS Cloud Services with its own assigned password. Customer shall define and maintain internal security standards for its systems, procedures and areas of responsibility to ensure that only a user properly identified in accordance with this clause is able to use the TIS Cloud Services. Customer agrees to ensure that TIS Cloud Services Users keep their personal passwords strictly confidential at all times and that the digital signature is kept strictly confidential so that only the applicable authorized person or TIS Cloud Services User has access to the digital signature. The Customer must use a token or a single sign-on procedure as a security device for TIS Cloud Services Users releasing payments.

**7.3. Duty to Inform.** Customer shall immediately notify TIS by using one of the Support channels, if Customer or any of its TIS Cloud Services Users becomes aware that (i) a password has been disclosed to a person other than the persons who created the personal password as TIS Cloud Services User or Security Administrator, or (ii) the digital signature is no longer fully in Customer's possession or control, or (iii) a token has been lost or unauthorized access via single sign-on access is to be feared.

**7.4. Registration Obligation.** The Customer undertakes to register in the TIS Portal for the notification functions available there with regard to, in particular, the availability of the TIS Cloud Services, any incidents, outages, and planned maintenance, and to keep the respective e-mail address stored therein up to date.

**7.5. Data Protection.** To the extent that personal data is stored and processed by TIS on behalf of the Customer in the course of the performance of this Agreement, TIS shall act as a processor in accordance with the Customer's instructions and the Customer is controller the meaning of the EU General Data Protection Regulation (GDPR). The

Customer shall ensure to comply with GDPR and that TIS is not prevented from providing the TIS Cloud Services in accordance with the Contract due to restrictions under data protection law in the sphere of Customer as the controller and shall in this respect in particular ensure that any personal data submitted to TIS is submitted in accordance with the requirements of the GDPR and with all local data protection regulations applicable to the Customer respectively its Affiliates and may be processed according to those, and that in particular, but without limitation thereto, the data subjects have been informed as required under the GDPR and under all local data protection regulations applicable to the Customer respectively its Affiliates, and have given their consent to the data processing in a sufficient manner or that the processing is permissible due to the aforementioned and any other regulations. With regard to the commissioned data processing, the Parties conclude the DPA.

**7.6. Cooperation.** Upon request, the Customer shall make adjustments to its IT systems, such as adjustments to the IP addresses and URLs and any associated adjustments to the firewalls that may become necessary due to a technical change on the part of TIS, within a specified period of at least 4 weeks or commission corresponding service providers to do so. TIS shall inform the Customer in detail in text form about the adjustments to be carried out by him at least 6 weeks before the beginning of the above-mentioned period.

## 8. DUTIES OF TIS

**8.1. Duty to notify.** TIS shall inform the Customer without undue delay in the event of serious interruptions to the operating process, and significant irregularities relating to the processing of the Customer's data. TIS shall further inform the Customer about the availability of the TIS Cloud Services, as well as about incidents, outages and planned maintenance via (a) for the TIS Cloud Services "Cash Forecasting" and "Working Capital Insights" currently the websites <https://cashforecastingstatus.tispayments.com> and <https://cashforecastingsla.tispayments.com/> and for the remaining TIS Cloud Services currently the websites <https://status.tispayments.com>

and <https://sla.tispayments.com> as well as via the e-mail notification function available there, provided that the Customer has activated it once or (b) e-mail or (c) another comparable communication channel.

**8.2. Data Protection, Information Security.** TIS ensures compliance with all applicable GDPR requirements and the respective applicable national data protection laws in the EU, in particular in the context of the data processing, including confidentiality, availability, integrity and authenticity of data; for more details see also in the "TOMs" in Annex 1 of the DPA. TIS warrants compliance with the security management regulations specified in the respective most current version of the TIS Security Management and Controls document. TIS shall inform the Customer of any changes to the document (a) via the website <https://status.tispayments.com>, as well as via the email notification function available there, provided that the customer has activated this once, or (b) by email, or (c) via another comparable means of communication. Changes to the document must not reduce the security level. TIS also warrants compliance with the statutory information security requirements applicable to TIS so that the TIS System is

protected against unauthorized access, use and modification and so that process integrity is ensured, i.e., that the system processes run in a complete, valid, accurate, timely and authorized manner - as specified in the Contract and the referenced documents. TIS is ISO 27001 certified and agrees to maintain this or comparable certification and to keep the relevant current certification/report available for retrieval on the TIS Portal.

## 9. COMMUNICATIONS

Unless otherwise specified in this Agreement, notices under this Agreement shall be sent in text form to the address of the other Party set forth in Contract or the Support Portal. The party obliged to notify or inform shall be released from its obligation by sending a message to the said address, even if a so-called out-of-office message or address error message is sent.

## 10. WARRANTY

**10.1 Defects to TIS Cloud Services and availability.** TIS warrants that the TIS Cloud Services specified in the AWS Marketplace Order Form are provided and available in accordance with the Catalog of Services ("CoS") and in accordance with the Service Level Agreement ("SLA") terms. Strict liability (without the necessity of fault) pursuant to Section 536a (1) of the German Civil Code (BGB) for defects already existing at the time of conclusion of the Cloud Contract is excluded. Liability based on fault shall remain unaffected. In the event of defects to the agreed functionalities and in the event of disruptions to availability, the provisions of the SLA shall apply. In the event of a shortfall in the availability quota, the provisions pursuant to Section 10.5 below shall apply. With regard to claims for damages in the event of culpably caused defects, the provisions of Section 11 of the TIS Cloud Terms shall apply. The right of termination pursuant to Clause 14 shall remain unaffected. Rights of rescission and other rights do not exist.

**10.2 Defense against third party rights.** If a third party asserts a claim against the Customer alleging that the Customer's use of the TIS Cloud Services infringes intellectual property rights (patents, copyrights, trademarks) of the third party, then TIS shall dispute such claims at its own expense. However, this is subject to (i) the customer notifying TIS in writing of such facts within a reasonable time frame and providing all necessary information without undue delay, (ii) the customer authorizing TIS to conduct all judicial and extrajudicial proceedings with the third party concerned, (iii) Customer shall provide TIS with all commercially reasonable assistance, at TIS' expense, so that TIS may contest the claim, (iv) Customer shall not concede any infringement of any intellectual property rights of any third party or agree to any out-of-court settlement with respect to any claim without first obtaining TIS's written consent. If Customer discontinues use of the TIS Cloud Services due to mitigation of damages or other good cause, Customer shall indicate to the third party that the discontinuance of use of the TIS Cloud Services does not constitute an acknowledgment of the asserted infringement.

**10.3 Warranty for Defects in Title.** In the event of a final court decision or uncontested injunction order against Customer's use of the TIS Cloud

Services, or a settlement in accordance with clause 10.2 that requires that the TIS Cloud Services must not be used by Customer, TIS shall subject to the conditions under 10.2, in addition to compensating Customer for damages, at its sole discretion and expense, either (i) grant Customer continued rights to use the TIS Cloud Services or (ii) replace or modify the TIS Cloud Services while maintaining the necessary performance so that no further infringement of third party intellectual property rights occurs. If none of the foregoing alternatives are practicable, TIS may terminate the Agreement in accordance with clause 14.3 and shall refund on a pro rata basis any compensation paid for the period during which the TIS Cloud Services were unavailable due to such court decision or interim order. Claims for damages pursuant to clause 11 shall otherwise remain unaffected.

**10.110.4 Disclaimer of Warranties.** Notwithstanding anything to the contrary in this Agreement, Customer shall have no warranty claim against TIS to the extent a defect results from (i) use of the TIS Cloud Services in violation of the terms of this Agreement or in conflict with the Catalog of Services, (ii) the TIS Cloud Services have been used with other products, other accessories or other software not approved by TIS pursuant to the Contract or the Catalog of Services or otherwise, (iii) the TIS Cloud Services have been modified unauthorizedly by Customer, or (iv) Customer continues to use the TIS Cloud Services despite having been provided with a modified version that does not infringe the affected Intellectual Property Rights or that resolves the defect.

**10.5 Penalties** If the availability rate falls below 99.5 % in a quarter, however  $\geq 99\%$ , the Customer shall receive a credit to the next annual billing period in the amount of 5% of the Cloud Service Fee for the corresponding quarter. If the availability rate falls below 99% in a quarter, but still remains at  $\geq 98\%$ , the Customer shall receive a corresponding credit in the amount of 10% of the quarterly Cloud Service Fee; if the availability rate falls below 98% in the quarter, but remains at  $\geq 95\%$ , in the amount of 30 % of the quarterly Cloud Service Fee, and if the availability rate falls below 95 %, a credit of 80 % of the Cloud Service Fee for the corresponding quarter. The claim to the penalty shall arise if it is asserted in writing within 2 weeks of the end of the relevant quarter. If a credit to the next billing period is not possible because the Cloud Contract ends before then, the corresponding credit amount shall be refunded by TIS to the Customer within 30 days after the end of the Cloud Contract at the latest.

## 11 LIABILITY OF TIS

**11.1 Limitation of Liability.** As far as legally permissible, the liability of TIS is conclusively regulated in this Contract. The liability of TIS, irrespective of the legal grounds, shall be excluded in cases of simple negligence, unless this involves a breach of material contractual obligations. Insofar as TIS has informed the Customer in good time in advance of any unavailability of the Services, any liability for

damages arising as a result of such unavailability shall be excluded. In the event of a slightly negligent breach of material contractual obligations, liability shall be limited to damages that TIS had to foresee as a possible consequence of a breach of contract at the time of the conclusion of the contract, taking into account the circumstances that were known to TIS at the time of the conclusion of the contract or that TIS should have known if it had exercised due care. Material contractual obligations are those obligations which the contract imposes on TIS according to its content and purpose or the fulfillment of which enables the proper execution of the contract in the first place and on the observance of which the Customer regularly relies and may rely. Liability for indirect damages and consequential damages is excluded as well as for lost profits, damages due to business interruptions and image damages of the customer.

**11.2 Liability cap.** The liability of TIS under the Cloud Contract shall be limited per contract year to the amount of the annual Cloud Service Fee applicable in the relevant year in accordance with section 4 above. The limit shall not apply to liability for intentional conduct, for guaranteed characteristics, for breach of third party's IP rights, for injury to life, body or health or under the Product Liability Act.

**11.3 Contributory negligence of the Customer.** TIS shall not be liable for any damage, loss or expense to the extent that such damage, loss or expense is attributable to (i) any act or omission of the Customer or the TIS Service Users contrary to the contract, or (ii) any failure to comply with TIS's rules and instructions for the use of the TIS Service, in particular as set forth in the Catalog of Services, or (iii) any modification made by the Customer. To the extent that Customer claims that damage would have occurred even if Customer had fulfilled its obligations, Customer shall bear the burden of proof.

**11.4 Statute of limitations.** All damages must be reported to TIS in writing. Claims for damages shall become time-barred in accordance with the statutory periods, at the latest one (1) year after the day on which the breach of duty first occurred and the Customer was able to become aware of the breach of duty. Otherwise, claims shall become time-barred three (3) years after their occurrence, irrespective of knowledge.

**11.5 Personal Liability.** The above exclusions and limitations of liability shall apply to the same extent in favor of the organs, legal representatives, employees and other vicarious agents of TIS.

**11.6 Unlimited liability.** The above limitations do not apply to liability for willful misconduct, for guaranteed characteristics, for injury to life, body or health or under the Product Liability Act.

## 12 LIABILITY OF THE CUSTOMER

The provision of clause 11 shall apply accordingly in favor of the Customer.

## 13 SECRECY AND CONFIDENTIALITY

**13.1 Confidentiality.** Both parties shall treat as confidential all confidential information and all business secrets of the other party of which they become aware through the execution of the contract. This refers to information expressly marked as confidential or proprietary and information which must be assumed to be proprietary or confidential, the latter resulting from the circumstances of its disclosure or its nature ("Proprietary Information"). Such information is, in particular, (i) know-how, software (in object and source code), programming techniques and concepts, processing methods; (ii) discoveries, inventions, technologies, concepts, designs, flowcharts, Catalog of Services, product specifications; (iii) information about customers and business partners, information about implemented third-party software; (iv) the terms of the contract for the TIS Cloud Services and all related contract documents.

**13.2 Limited Disclosure.** The Parties shall keep confidential all Proprietary Information of the other Party, provided that each Party shall have the right, to the extent required by the use of the rights and the performance of the obligations under the Contract, to disclose Proprietary Information provided by one Party to the other in accordance with the Agreement to employees, affiliates and subcontractors engaged by either Party pursuant to this Agreement or on a "need-to-know" basis to consultants bound by professional confidentiality. The parties shall also ensure that any employees, affiliates and subcontractors involved by the respective party pursuant to this contract who have received Proprietary Information in order to perform the contract shall be subject to a confidentiality obligation equivalent to this.

**13.3 Permissible Disclosure.** The foregoing obligations shall not apply to information (a) which is pre-approved for disclosure pursuant to a written agreement of the parties, (b) with respect to which the receiving party can demonstrate that it was already known or independently developed by it at the time of disclosure, (c) which is or becomes publicly known without breach of this confidentiality obligation, (d) which is or has been disclosed to the receiving party by a third party without confidentiality obligations and without breach of this Agreement, or (e) which is required to be disclosed by mandatory legal provisions or the rules of a governmental organization. In the latter case, the other Party shall promptly notify the disclosing Party so that the disclosing Party may obtain a restraining order or protective order for the purpose of preserving the confidentiality of the Proprietary Information to be disclosed.

**13.4 Term.** The confidentiality obligations under this clause 13 shall continue for 5 years beyond the termination of the Contract.

## 14 CONTRACT TERM AND TERMINATION

**14.1 Term.** The Term begins at the agreed Service Start Date and ends after termination in accordance with the Cloud Contract. The Minimum Initial Term is 3 years and the term is indefinite and ends with termination.

**14.2 Ordinary termination.** The contracting parties shall be entitled to terminate the contract subject to a notice period of six (6) months to the end of the agreed Minimum Initial Term or thereafter to the respective anniversary date of the conclusion of the Contract.

**14.3 Extraordinary termination.** The parties reserve the right to terminate the Contract extraordinarily and with immediate effect if there is an important reason. Section 543 (2) (1) BGB shall not apply. An important reason exists if the terminating party, taking into account all circumstances of the individual case and weighing the interests of both parties, can no longer be expected to continue the contractual relationship. An important reason is given in particular:

**14.3.1** for TIS if Customer has not made a payment due under this Agreement in excess of EUR 10,000.00 within thirty (30) days after receipt of a second reminder sent no earlier than thirty (30) days after an unsuccessful first reminder

**14.3.2** for both parties, if the other party has significantly breached a material provision of this Agreement and has not, to the extent that remedy is possible and has not been expressly refused by the other party, remedied the breach within a reasonable period of not less than thirty (30) days after receipt of a demand letter to that effect from the party entitled to terminate.

**14.4 Expiry of the extraordinary right of termination.** The extraordinary termination may only be declared within a period of two (2) months after the party entitled to termination has become aware of the reason for termination. If the overall consideration of a series of events entitles a party to termination, the period shall be calculated from the last of these events.

**14.5 Termination notice.** The letter of termination must be in writing and sent to the other party's business address specified in the Contract for contractual matters.

## 15 TRANSITION OF THE CONTRACT

**15.1 Transition after termination.** Upon the effective date of the termination, the Customer's access to the TIS Cloud Services will be switched off. Within a period of 30 days after the effective date of termination, the Customer may request in writing that the Customer Data be transferred. TIS will transfer the Customer Data in a form generally accepted in the industry (e.g. .cvs). Once the Customer Data has been transferred, TIS is no longer obligated to keep and maintain records and will delete the Customer Data. TIS may request the Customer to take over the Customer Data. If the

Customer does not request the handover of the Customer Data within the aforementioned period of thirty (30) days, or does not take over the Customer Data within five (5) business days of TIS's request to take over the Customer Data, TIS shall no longer be obligated to maintain records of the Customer Data and will delete the Customer Data.

**15.2 Execution of unfinished messages.** Termination shall not retroactively revoke any powers and authorizations granted to TIS by Customer under this Contract. TIS shall remain generally authorized to execute or forward any duly authorized electronic message received prior to the effective date of termination of this Contract.

## 16 FINAL PROVISIONS

**16.1 Export Control.** Customer acknowledges that the services provided to Customer under this Agreement, including goods, software, technology (specific technical information required for the development, manufacture or use of a product) and technical services may be subject to German, EU, international, U.S. and other applicable export control laws and regulations ("Export Control Regulations") that restrict exports, re-exports, transfers or disclosures regardless of the method of provision. Customer agrees to (a) comply with all applicable Export Control Regulations and (b) deny and prevent access to the TIS Cloud Services from any location prohibited by such embargoes, trade sanctions and restrictions; and (c) continuously screen all users to whom it grants access to the TIS Cloud Services against the appropriate lists of persons/parties sanctioned under the applicable Export Control Regulations; and (d) deny and prevent access to the TIS Cloud Services to any person/party on such lists. The Parties shall cooperate to the maximum extent possible in connection with obtaining any official license, authorization, or exemption in connection with any relevant export control regulations. The Parties shall also cooperate with any official or unofficial governmental review, audit, or inspection in connection with this Agreement in connection with Export Control Regulations.

**16.2 Governing Law, Jurisdiction.** The Contract and its interpretation shall be governed by and construed in accordance with German law without regard to its conflict of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. The place of jurisdiction for all legal disputes arising from or in connection with this contract is Berlin.

**16.3 Completeness.** The Contract, together with its referenced documents, represents the complete agreements of the parties with respect to its subject matter and supersedes all previous agreements, understandings and undertakings in such respect.

**16.4 Transfers of rights and obligations.** Neither party is entitled to transfer this Contract or individual rights and obligations under the contract to a third party without the consent of the other party. Consent shall not be unreasonably withheld or delayed. The exception applies that TIS may transfer the entire

Agreement to its Affiliates or in connection with a merger, acquisition, corporate reorganization or sale of all or substantially all of its assets without Customer's consent.

**16.5 Contracting Parties.** Customer's Affiliates and users who are not parties to the contract may not assert any rights against TIS arising from this Contract.

**16.6 Written form requirement.** Amendments and supplements to this Contract must be made in writing to be effective, whereby signing with an electronic signature such as DocuSign is sufficient. This shall also apply to any deviation from the written form requirement.

**16.7 Severability Clause.** If any provision of this Agreement or any provision subsequently incorporated herein is or becomes invalid or unenforceable, the validity of the remaining provisions of this Agreement shall not be affected thereby. This shall also apply if the contract contains loopholes. In lieu of the invalid or unenforceable provision or to fill any gap, an appropriate provision shall apply which, to the extent permitted by law, approximates the intent of the parties in accordance with the spirit and intent of this Agreement as if they had considered the matter at the time the invalid provision was entered into or incorporated.

**16.8 Customer Contact Details** The Customer notifies TIS immediately after the conclusion of the Cloud Contract of all specific and necessary contact data for the main contact and for technical topics, for topics relevant to data protection and for IT security, among others. The notification shall be made by opening a support ticket. Until notification of the specific contact data, TIS shall send all contract-relevant notifications to the above-mentioned contact. TIS must also be informed immediately of any changes to the contact data via the above-mentioned channel.

### 16.9. TIS Contact details:

Subject Matter	e-mail address	Other contact data
Support	<a href="mailto:support@tispayments.com">support@tispayments.com</a> <a href="mailto:cashforecastingsupport@tispayments.com">cashforecastingsupport@tispayments.com</a>	+49-6227-69824-99 / +32 1495 4070 <a href="https://support.tispayments.com/">https://support.tispayments.com/</a> <a href="https://cashforecastingsupport.tispayments.com">https://cashforecastingsupport.tispayments.com</a>
Data Protection/DP O	<a href="mailto:dataprotection@tispayments.com">dataprotection@tispayments.com</a>	DPO of Treasury Intelligence Solutions GmbH Charlottenstr. 17 10117 Berlin Germany
Security	<a href="mailto:security@tispayments.com">security@tispayments.com</a>	
Customer Relationship Management	<a href="mailto:crm@tispayments.com">crm@tispayments.com</a>	

In case of future changes of the TIS contact details, TIS shall inform Customer in textform.

**16.10 Referenced Documents.** This Cloud Contract is governed by the following documents, which form integral parts of it. All documents are listed in order of precedence, and shall collectively be referred to as the “Cloud Contract”:

No	Agreement	Location
1	TIS Could Subscription Terms	This Document
2	TIS Data Processing Agreement (DPA),	<a href="https://tispayments.com/download-legal/">https://tispayments.com/download-legal/</a> version as of the Effective Date
3	TIS Security Management and Controls	<a href="https://tispayments.com/download-legal/">https://tispayments.com/download-legal/</a> respective most current version
4	TIS Supplemental Terms, to the extent applicable to the ordered TIS Cloud Services	<a href="https://tispayments.com/download-legal/">https://tispayments.com/download-legal/</a> version as of the Effective Date

In addition, the Catalog Of Services and the SLA shall become integral parts of this Cloud Contract in their respective most current versions, whereas changes of the SLA or CoS after the Effective Date may not materially reduce the quality and scope of the ordered TIS Cloud Services and/or the support. The respective most current version can be found under <https://tispayments.com/download-legal/>.